

01-29-2004

1128/04

Form PTO-1594

(Rev. 10/02)

OMB No. 0651-0027 (exp. 6/30/2005)

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U.S. DEPARTMENT OF COMMERCE  
U.S. Patent and Trademark Office

To the Honorable Commissioner of Patents and Trademarks: Please record the attached original documents or copy thereof.

## 1. Name of conveying party(ies):

GNLV, Corp.

- ☐ Individual(s) ☐ Association  
☐ General Partnership ☐ Limited Partnership  
☒ Corporation-State **Nevada**  
☐ Other \_\_\_\_\_

Additional name(s) of conveying party(ies) attached? ☐ Yes ☒ No

## 2. Name and address of receiving party(ies)

Name: Wells Fargo Foothill, Inc.

Internal Address: 2450 Colorado Avenue

Street Address: Suite 3000 West

City: Santa Monica State: CA Zip: 90404

- ☐ Individual(s) citizenship \_\_\_\_\_  
☐ Association \_\_\_\_\_  
☐ General Partnership \_\_\_\_\_  
☐ Limited Partnership \_\_\_\_\_  
☒ Corporation-State **California**  
☐ Other \_\_\_\_\_

If assignee is not domiciled in the United States, a domestic representative designation is attached: ☐ Yes ☐ No  
 (Designations must be a separate document from assignment)  
 Additional name(s) & address(es) attached? ☐ Yes ☐ No

## 3. Nature of conveyance:

- ☐ Assignment ☐ Merger  
☒ Security Agreement ☐ Change of Name  
☐ Other \_\_\_\_\_

Execution Date: 1/23/2004

## 4. Application number(s) or registration number(s):

A. Trademark Application No.(s) **See attached**B. Trademark Registration No.(s) **See attached**Additional number(s) attached ☒ Yes ☐ No

## 5. Name and address of party to whom correspondence concerning document should be mailed:

Name: Josh S. Ridout, Esq.

Internal Address: Josh S. Ridout, Esq.

Paul Hastings Janofsky &amp; Walker LLP

Street Address: 515 S. Flower Street

25th Floor

City: Los Angeles State: CA Zip: 90071-2228

## 6. Total number of applications and registrations involved: 27

7. Total fee (37 CFR 3.41).....\$ 690.00

- ☒ Enclosed  
☒ Authorized to be charged to deposit account

## 8. Deposit account number:

16-0752

DO NOT USE THIS SPACE

## 9. Signature.

Josh S. Ridout

Name of Person Signing

Signature

January 27, 2004

Date

Total number of pages including cover sheet, attachments, and document: 16

01/29/2004 LMUELLER 00000116 1082078

Mail documents to be recorded with required cover sheet information to:  
 Commissioner of Patent & Trademarks, Box Assignments  
 Washington, D.C. 20231

01 FC:8521  
 02 FC:8522

40.00 DP  
 650.00 DP

TRADEMARK  
 REEL: 002903 FRAME: 0750

# ATTACHMENT TO TRADEMARK RECORDATION COVER SHEET

## Registered Trademarks

<b>Trademark</b>	<b>Reg. No.</b>
GOLDEN NUGGET	1,082,078
GOLDEN NUGGET	1,082,044
GOLDEN NUGGET	1,142,119
GOLDEN NUGGET	1,196,198
GOLDEN NUGGET	1,214,357
GOLDEN NUGGET (Stylized Letters)	2,682,862
GOLDEN NUGGET (Stylized Letters)	2,760,853
GOLDEN NUGGET <i>and Design</i>	1,199,956
GOLDEN NUGGET <i>and Design</i>	1,203,988
GOLDEN NUGGET <i>and Design</i>	1,554,155
GOLDEN NUGGET <i>and Design</i>	2,240,084
FLAMING 777	1,864,407
LILLIE LANGTRY'S	1,164,118

## Trademark Applications

<b>Trademark</b>	<b>App. No.</b>
GOLDEN NUGGET (Stylized Letters)	(76/328,989)
GOLDEN NUGGET (Stylized Letters)	(76/332,583)
GOLDEN NUGGET (Stylized Letters)	(76/332,580)
GOLDEN NUGGET (Stylized Letters)	(76/332,579)
GOLDEN NUGGET (Stylized Letters)	(76/348,789)
GOLDEN NUGGET (Stylized Letters)	(76/329,099)

**TRADEMARK SECURITY AGREEMENT**

This **TRADEMARK SECURITY AGREEMENT** (as amended, restated, supplemented, renewed or otherwise modified from time to time, this "Agreement"), dated as of January 23, 2004, is made by **GNLV, CORP.**, a Nevada corporation ("Debtor"), in favor of **WELLS FARGO FOOTHILL, INC.**, a California corporation, as arranger, administrative agent and documentation agent for the below-referenced Lenders (in such capacity, together with its successors and assigns, if any, "Agent"), with reference to the following:

**WHEREAS**, Poster Financial Group, Inc., a Nevada corporation ("Parent"), GNL, Corp., a Nevada corporation ("GNL"), and Debtor (Debtor, collectively with Parent and GNL, "Borrowers"), the lenders identified on the signature pages of the Loan Agreement (as hereafter defined), and any other person made a party thereto in accordance with the provisions of Section 14 thereof (together with their respective successors and assigns, collectively, "Lenders"), and Agent are, contemporaneously herewith, entering into that certain Loan and Security Agreement of even date herewith (as amended, restated, supplemented, refinanced, renewed or otherwise modified from time to time, the "Loan Agreement"), pursuant to which the Lender Group has agreed to make certain financial accommodations to Borrowers, and pursuant to which Borrowers have granted to Agent for the benefit of the Lender Group and the Bank Product Providers a security interest in (among other things) all general intangibles of Borrowers;

**WHEREAS**, pursuant to the Loan Documents, and as one of the conditions precedent to the obligations of the Lenders under the Loan Agreement, Debtor has agreed to execute and deliver this Agreement to Agent for filing with the PTO and with any other relevant recording systems in any domestic or foreign jurisdiction, and as further evidence of and to effectuate Agent's existing security interests in the Trademarks (as hereinafter defined) and other general intangibles described herein.

**NOW, THEREFORE**, for valuable consideration, the receipt and adequacy of which is hereby acknowledged, Debtor hereby agrees in favor of Agent, for the benefit of the Lender Group and the Bank Product Providers, as follows:

1. Definitions; Interpretation.

(a) Certain Defined Terms. All capitalized terms used herein and not otherwise defined herein shall have the meanings ascribed to them in the Loan Agreement. As used in this Agreement, the following terms shall have the following meanings:

"Agent" has the meaning set forth in the preamble hereto.

"Agreement" has the meaning set forth in the preamble hereto.

"Borrowers" has the meaning set forth in the recitals hereto.

"Debtor" has the meaning set forth in the preamble hereto.

"Event of Default" means any Event of Default under the Loan Agreement.

"GNL" has the meaning set forth in the recitals hereto.

"GNLV" has the meaning set forth in the recitals hereto.

"Guaranty" has the meaning set forth in the Loan Agreement.

"Lenders" has the meaning set forth in the recitals hereto.

"Loan Agreement" has the meaning set forth in the recitals hereto.

"Obligations" has the meaning set forth in the Loan Agreement.

"Parent" has the meaning set forth in the recitals hereto.

"PTO" means the United States Patent and Trademark Office and any successor thereto.

"Trademark Collateral" has the meaning set forth in Section 2.

"Trademarks" has the meaning set forth in Section 2.

"UCC" means the Uniform Commercial Code as in effect from time to time in the State of California.

"United States" and "U.S." each mean the United States of America, including all territories thereof and all protectorates thereof.

(b) Terms Defined in UCC. Where applicable and except as otherwise defined herein or in the Loan Agreement, terms used in this Agreement shall have the meanings assigned to them in the UCC.

(c) Interpretation. Unless the context of this Agreement clearly requires otherwise, references to the plural include the singular, references to the singular include the plural, the term "including" is not limiting, and the term "or" has, except where otherwise indicated, the inclusive meaning represented by the phrase "and/or." The words "hereof," "herein," "hereby," "hereunder," and similar terms in this Agreement refer to this Agreement as a whole and not to any particular provision of this Agreement. Section, subsection, clause, schedule, and exhibit references are to this Agreement unless otherwise specified. All of the exhibits or schedules attached to this Agreement shall be deemed incorporated herein by reference. Any reference in this Agreement or in any of the other Loan Documents to this Agreement or any of the other Loan Documents shall include all alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements, thereto and thereof, as applicable (subject to any restrictions on such alterations, amendments, changes, extensions, modifications, renewals, replacements, substitutions, joinders, and supplements set forth therein). In the event of a direct conflict between the terms and provisions of this Agreement and the Loan Agreement, it is the intention of the parties hereto

that both such documents shall be read together and construed, to the fullest extent possible, to be in concert with each other. In the event of any actual, irreconcilable conflict that cannot be resolved as aforesaid, the terms and provisions of the Loan Agreement shall control and govern; provided, however, that the inclusion herein of additional obligations on the part of Debtor and supplemental rights and remedies in favor of Agent, in each case in respect of the Trademark Collateral, shall not be deemed a conflict with the Loan Agreement. Any reference herein to the payment in full of the Obligations shall mean the payment in full in cash of all Obligations other than contingent indemnification Obligations and other than any Bank Product Obligations that, at such time, are allowed by the applicable Bank Product Provider to remain outstanding and are not required to be repaid or cash collateralized pursuant to the provisions of the Loan Agreement. Any reference herein to any Person shall be construed to include such Person's successors and assigns. Any requirement of a writing contained herein shall be satisfied by the transmission of a Record and any Record transmitted shall constitute a representation and warranty as to the accuracy and completeness of the information contained therein. The captions and headings are for convenience of reference only and shall not affect the construction of this Agreement. References to statutes or regulations are to be construed as including all statutory and regulatory provisions consolidating, amending or replacing the statute or regulation referred to.

## 2. Security Interest.

(a) Grant of Security in respect of the Obligations. To secure the prompt repayment of any and all of the Obligations in accordance with the terms and conditions of the Loan Documents and in order to secure prompt performance by the Debtor of its covenants and duties under the Loan Documents, the Debtor hereby grants to Agent, for the benefit of the Lender Group and the Bank Product Providers, a security interest in, and a continuing Lien on, all of Debtor's right, title and interest in and to the following property, whether now existing or hereafter acquired or arising (collectively, the "Trademark Collateral"):

(i) all state (including common law) and federal trademarks, service marks and trade names, corporate names, company names, business names, fictitious business names, trade styles, trade dress, logos, other source or business identifiers, designs and general intangibles of like nature, now existing or hereafter adopted or acquired, together with and including all licenses therefor held by Debtor, and all registrations and recordings thereof, and all applications filed or to be filed in connection therewith, including registrations and applications in the PTO, any State of the United States (but excluding each application to register any trademark, service mark, or other mark prior to the filing under applicable law of a verified statement of use (or the equivalent) for such trademark or service mark) and all extensions or renewals thereof, including without limitation any of the foregoing identified on Schedule A hereto (as the same may be amended, modified or supplemented from time to time), and the right (but not the obligation) to register claims under any state or federal trademark law or regulation and to apply for, renew and extend any of the same, to sue or bring opposition or cancellation proceedings in Debtor's name or in the name of Agent for past, present or future infringement or unconsented use thereof, and all rights arising therefrom throughout the world (collectively, the "Trademarks");

(ii) all claims, causes of action and rights to sue for past, present or future infringement or use of any Trademarks without consent and all rights arising therefrom and pertaining thereto;

(iii) all general intangibles related to or arising out of any of the Trademarks and all the goodwill of Debtor's business symbolized by the Trademarks or associated therewith; and

(iv) all proceeds of any and all of the foregoing.

(b) Incorporation into Loan Agreement. This Agreement shall be fully incorporated into the Loan Agreement and all understandings, agreements and provisions contained in the Loan Agreement shall be fully incorporated into this Agreement. Without limiting the foregoing, the Trademark Collateral described in this Agreement shall constitute part of the Collateral in the Loan Agreement.

(c) Licenses. Debtor may grant licenses of the Trademark Collateral in accordance with the terms of the Loan Agreement or otherwise as agreed to by Agent in writing.

3. Further Assurances; Appointment of Agent as Attorney-in-Fact. Debtor at its expense shall execute and deliver, or cause to be executed and delivered, to Agent any and all documents and instruments, in form and substance reasonably satisfactory to Agent, and take any and all action, which Agent, in the exercise of its Permitted Discretion, may request from time to time, to perfect and continue the perfection or provide notice of the security interest in the Trademark Collateral and to accomplish the purposes of this Agreement. Subject to applicable Gaming Laws, if Debtor refuses to execute and deliver, or fails timely to execute and deliver, any of the documents it is requested to execute and deliver by Agent in accordance with the foregoing, Debtor hereby irrevocably appoints Agent (and any of Agent's officers or employees or agents designated by Agent) as Debtor's attorney-in-fact with power, (i) to sign the name of Debtor on all or any of such documents or instruments and perform all other acts that Agent, in the exercise of its Permitted Discretion, deems necessary or advisable in order to perfect or continue the perfection of, maintain the enforceability of or provide notice of the security interest in the Trademark Collateral held by Agent for the benefit of the Lender Group and the Bank Product Providers, and (ii) to execute any and all other documents and instruments, and to perform any and all acts and things for and on behalf of Debtor, which Agent, in the exercise of its discretion, may deem necessary or advisable to maintain, preserve and protect the Trademark Collateral and to accomplish the purposes of this Agreement, including, solely upon the occurrence and during the continuance of an Event of Default, (A) to defend, settle, adjust or institute any action, suit or proceeding with respect to the Trademark Collateral, (B) to assert or retain any rights under any license agreement for any of the Trademark Collateral, including any rights of Debtor arising under Section 365(n) of the Bankruptcy Code, and (C) to execute any and all applications, documents, papers and instruments for Agent to use the Trademark Collateral, to grant or issue any exclusive or non-exclusive license with respect to any Trademark Collateral, and to assign, convey or otherwise transfer title in or dispose of the Trademark Collateral. The appointment of Agent as Debtor's attorney, and each and every one of its rights and powers, being coupled with an interest, is irrevocable until all of the Obligations have been fully and finally repaid and performed in full and Lender Group's obligation to extend

credit thereunder are terminated. In accordance with Section 9-207(a) of the Code, Agent shall use reasonable care in the custody and preservation of the Collateral in its possession.

4. Representations and Warranties. Debtor represents and warrants as follows:

(a) No Other Trademarks. Schedule A sets forth a true and correct list of all of Debtor's existing Trademarks (other than abandoned Trademarks) that are registered, or for which any application for registration has been filed with the PTO or any corresponding or similar trademark office of any other U.S. jurisdiction, and that are owned or exclusively licensed by Debtor.

(b) Trademarks Subsisting. To the best of Debtor's knowledge, each of Debtor's Trademarks listed in Schedule A is valid, subsisting and enforceable.

(c) Ownership of Trademark Collateral; No Violation. To the best of Debtor's knowledge:

(i) Debtor is the owner or exclusive licensor of the Trademark Collateral listed on Schedule A, free and clear of any Liens and rights of others (other than Permitted Liens and nonexclusive licenses); and

(ii) with respect to any material Trademark Collateral for which Debtor is an exclusive licensee pursuant to a license or licensing agreement regarding such Trademark Collateral, each such license or licensing agreement is in full force and effect, Debtor is not in material default of any of its obligations thereunder, and no other Person has any rights in or to any of such Trademark Collateral, and other than the parties to such licenses or licensing agreements, no other Person has any rights in or to any of the Trademark Collateral.

(d) No Infringement. To the Debtor's knowledge, (i) no material infringement or unauthorized use presently is being made of any of the Trademark Collateral by any Person, and (ii) the past and present use of the Trademark Collateral by Debtor has not and does not materially infringe upon or violate any right, privilege, or license arrangement of or with any other Person or give such Person the right to terminate any material license arrangement to which Debtor is a party.

(e) Powers. Debtor has the unqualified right, power and authority to grant to Agent, for the benefit of the Lender Group and the Bank Product Providers, a security interest in the Trademark Collateral pursuant to this Agreement, and to execute, deliver and perform its obligations in accordance with the terms of this Agreement, without the consent or approval of any other Person except as already obtained.

5. Covenants. So long as any of the Obligations remain unsatisfied, Debtor agrees that upon learning of an event that could reasonably be expected to have a material adverse effect on any of the Trademark Collateral, including, without limitation, (i) any petition under the Bankruptcy Code filed by or against any licensor of any of the Trademarks for which Debtor is a licensee, or (ii) the institution of, or any adverse determination in, any proceeding, application, suit or action of any kind described in Section 8(a) or 8(b) hereof, or regarding

Debtor's claim of ownership in any of the Trademark Collateral, its right to register the same, or its right to keep and maintain such registration, whether before the PTO or any United States court or governmental agency, it will promptly give Agent written notice of such event.

6. Future Rights. If and when Debtor shall obtain rights to any new registration or application for Trademarks, or any renewal thereof, the provisions of Section 2 shall automatically apply thereto, such Trademarks shall be considered Trademark Collateral hereunder, and Debtor shall give to Agent prompt notice thereof. Debtor hereby authorizes Agent to modify, amend or supplement the Schedules hereto and to re-execute this Agreement from time to time on Debtor's behalf and as its attorney-in-fact to include any future Trademarks which are or become Trademark Collateral and to cause such re-executed Agreement or such modified, amended or supplemented Schedules to be filed with the PTO.

7. Duties of Agent. Notwithstanding any provision contained in this Agreement, none of Agent, the Lender Group or the Bank Product Providers shall have any duty to exercise any of the rights, privileges or powers afforded to it and shall not be responsible to Debtor or any other Person for any failure to do so or delay in doing so. None of Agent, the Lender Group or the Bank Product Providers shall have any duty or liability to exercise or preserve any rights, privileges or powers pertaining to the Trademark Collateral other than the Agent's obligations under the Code that every aspect of a disposition of collateral be commercial reasonable.

8. Trademark Registration, Renewal and Litigation.

(a) Registration. Except to the extent otherwise permitted under the Loan Agreement, Debtor shall have the duty to do any and all acts which are reasonably necessary to preserve, renew and maintain all rights in all material Trademark registrations and applications owned by Debtor. Any expenses incurred in connection therewith shall be borne solely by Debtor. Except as otherwise permitted in the Loan Agreement or this Section 8(a), no Debtor shall do any act or omit to do any act whereby any of the material Trademark registrations and applications owned by Debtor may become abandoned or fall into the public domain or fail to renew any material Trademark owned by Debtor without the prior written consent of Agent.

(b) Protection. Except as provided in Section 3 hereof, Debtor shall have the right and obligation, subject to its reasonable business judgment, to commence and diligently prosecute in its own name, as real party in interest, for its own benefit and at its own expense, such suits, proceedings or other actions for infringement or other damage as are necessary to protect the material Trademark registrations and applications owned by Debtor or any of Debtor's rights therein. Debtor shall provide to Agent any information with respect thereto reasonably requested by Agent. Agent shall provide at Debtor's expense all necessary cooperation in connection with any such suit, proceeding or action including joining as a nominal party if Agent shall have been satisfied that it is not incurring any risk of liability because of such joinder. Debtor shall provide, at its expense, representation reasonably acceptable to Agent for the common interest of Debtor and Agent with respect to such proceedings.

9. Events of Default. The occurrence of any "Event of Default" under the Loan Agreement shall constitute an Event of Default hereunder.



10. Remedies. From and after the occurrence and during the continuation of an Event of Default, Agent shall have all rights and remedies available to it under the Loan Agreement and the other Loan Documents and applicable law (which rights and remedies are cumulative) with respect to the security interests in any of the Trademark Collateral. Debtor hereby agrees that such rights and remedies include the right of Agent, on behalf of the Lender Group as a secured party, to sell or otherwise dispose of the Trademark Collateral, upon the occurrence and during the continuance of an Event of Default, pursuant to the Loan Agreement. Debtor hereby agrees that Agent shall at all times have such royalty-free licenses, to the extent permitted by law and the Loan Documents, for any Trademark Collateral that is reasonably necessary to permit the exercise of any of Agent's rights or remedies upon or after the occurrence of (and during the continuance of) an Event of Default with respect to (among other things) any tangible asset of Debtor in which Agent has a security interest, for the benefit of the Lender Group and the Bank Product Providers, including Agent's rights to sell or license general intangibles, inventory, tooling or packaging that is acquired by Debtor (or its successors, permitted assignees or trustee in bankruptcy). In addition to and without limiting any of the foregoing, upon the occurrence and during the continuance of an Event of Default, Agent shall have the right but shall in no way be obligated to bring suit, or to take such other action as Agent, in the exercise of its Permitted Discretion, deems necessary or advisable, in the name of Debtor or Agent, to enforce or protect any of the Trademark Collateral, in which event Debtor shall, at the request of Agent, do any and all lawful acts and execute any and all documents required by Agent necessary to such enforcement. To the extent that Agent shall elect not to bring suit to enforce such Trademark Collateral upon the occurrence and during the continuance of an Event of Default, Debtor, in the exercise of its reasonable business judgment, agrees to (a) use all reasonable measures and its diligent efforts, whether by action, suit, proceeding or otherwise, to prevent the infringement, misappropriation or violation thereof by others and (b) diligently maintain any action, suit or proceeding against any Person necessary to prevent such infringement, misappropriation or violation, except to the extent the Trademark Collateral that is the subject of such infringement, misappropriation or violation is not material to the Debtor's business, as determined in the good faith business judgment of the Debtor.

11. Binding Effect. This Agreement shall be binding upon, inure to the benefit of and be enforceable by Debtor and Agent (for the benefit of the Lender Group and the Bank Product Providers) and their respective successors and assigns.

12. Notices. All notices and other communications hereunder shall be in writing and shall be mailed, sent or delivered in accordance with the Loan Agreement.

13. Governing Law. This Agreement shall be governed by, and construed and enforced in accordance with, the laws of the State of California, except to the extent that the validity or perfection of the security interests hereunder in respect of the Trademark Collateral are governed by federal law, in which case such choice of California law shall not be deemed to deprive Agent of such rights and remedies as may be available under federal law.

14. Entire Agreement; Amendment. This Agreement and the other Loan Documents, together with the Schedules and Exhibits hereto and thereto, which are incorporated herein by this reference, contain the entire agreement of the parties with respect to the subject matter hereof and supersede all prior drafts and communications relating to such subject matter.

Neither this Agreement nor any provision hereof may be modified, amended or waived except by the written agreement of the parties to this Agreement. Notwithstanding the foregoing, Agent may reexecute this Agreement or modify, amend or supplement the Schedules hereto as provided in Section 3 hereof.

15. Severability. If one or more provisions contained in this Agreement shall be invalid, illegal or unenforceable in any respect in any jurisdiction or with respect to any party, such invalidity, illegality or unenforceability in such jurisdiction or with respect to such party shall, to the fullest extent permitted by applicable law, not invalidate or render illegal or unenforceable any such provision in any other jurisdiction or with respect to any other party, or any other provisions of this Agreement.

16. Counterparts; Telefacsimile Execution. This Agreement may be executed in any number of counterparts and by different parties hereto in separate counterparts, each of which when so executed shall be deemed to be an original and all of which taken together shall constitute but one and the same agreement. Delivery of an executed counterpart of this Agreement by telefacsimile shall be equally as effective as delivery of an original executed counterpart of this Agreement. Any party delivering an executed counterpart of this Agreement by telefacsimile also shall deliver an original executed counterpart of this Agreement, but the failure to deliver an original executed counterpart shall not affect the validity, enforceability, and binding effect of this Agreement.

17. Loan Agreement. Debtor acknowledges that the rights and remedies of Agent with respect to the security interest in the Trademark Collateral granted hereby are more fully set forth in the Loan Agreement and the other Loan Documents and all such rights and remedies are cumulative.

18. No Inconsistent Requirements. Debtor acknowledges that this Agreement and the other Loan Documents may contain covenants and other terms and provisions variously stated regarding the same or similar matters, and Debtor agrees that all such covenants, terms and provisions are cumulative and all shall be performed and satisfied in accordance with their respective terms.

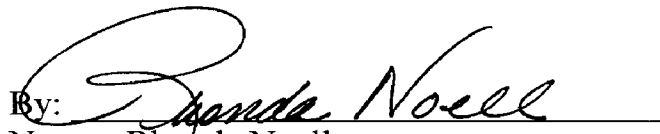
19. Termination. Upon the repayment and performance in full of the Obligations, and termination of any obligation by the Lender Group to extend any credit under the Loan Agreement, this Agreement shall terminate, and Agent shall execute and deliver such documents and instruments and take such further action reasonably requested by Debtor, at Debtor's expense, to evidence termination of the security interest granted by Debtor to Agent for the benefit of the Lender Group and the Bank Product Providers hereunder, including cancellation of this Agreement by written notice from Agent to the PTO and any other relevant recording systems in any domestic or foreign jurisdiction.

[Signature page follows.]

IN WITNESS WHEREOF, Debtor and Agent have duly executed this Agreement, as of the date first above written.

**AGENT:**

**WELLS FARGO FOOTHILL, INC.,**  
a California corporation

By:   
Name: Rhonda Noell  
Title: Senior Vice President

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

S-1

**TRADEMARK**  
**REEL: 002903 FRAME: 0760**

**DEBTOR:**

**GNLV, CORP.,**

a Nevada corporation

By: 

Name: MAURICE WOODEN

Title: C.O.O.

[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

S-2

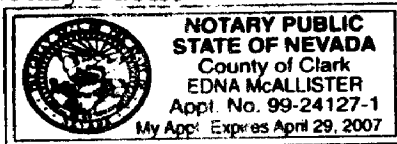
ACKNOWLEDGMENT OF DEBTOR

STATE OF Nevada )  
 )  
COUNTY OF Clark ) ss.

On this 13<sup>th</sup> day of January, 2004 before me personally appeared Maurice Wooden, proved to me on the basis of satisfactory evidence to be the person who executed the foregoing instrument on behalf of GNLV, Corp., who being by me duly sworn did depose and say that he is an authorized officer of said corporation, that the said instrument was signed on behalf of said corporation as authorized by its Board of Directors and that he acknowledged said instrument to be the free act and deed of said corporation.

Edna McAllister

Notary Public



[SIGNATURE PAGE TO TRADEMARK SECURITY AGREEMENT]

S-3

TRADEMARK  
REEL: 002903 FRAME: 0762

# SCHEDULE A

## Trademarks of Debtor

Trademark	Jurisdiction	Reg. No. (App. No.)	Reg. Date (App. Date)	Status/ Comments
GOLDEN NUGGET	United States	1,082,078 (73/113,493)	1/10/1978 (1/24/1977)	Registered
GOLDEN NUGGET	United States	1,082,044 (73/113,492)	1/10/1978 (1/24/1977)	Registered
GOLDEN NUGGET	United States	1,142,119 (73/184,026)	12/2/1980 (8/30/1978)	Registered
GOLDEN NUGGET	United States	1,196,198 (73/227,853)	5/25/1982 (8/17/1979)	Registered
GOLDEN NUGGET	United States	1,214,357 (73/347,549)	10/26/1982 (1/28/1982)	Registered
GOLDEN NUGGET (Stylized Letters)	United States	2,682,862 (76/332,581)	2/4/2003 (10/31/2001)	Registered
GOLDEN NUGGET (Stylized Letters)	United States	(76/328,989)	(10/22/2001)	Pending
GOLDEN NUGGET (Stylized Letters)	United States	(76/332,583)	(10/31/2001)	Pending
GOLDEN NUGGET (Stylized Letters)	United States	2,760,853 (76/332,582)	09/09/2003 (10/31/2001)	Registered
GOLDEN NUGGET (Stylized Letters)	United States	(76/332,580)	(10/31/2001)	Pending
GOLDEN NUGGET (Stylized Letters)	United States	(76/332,579)	(10/31/2001)	Pending
GOLDEN NUGGET (Stylized Letters)	United States	(76/348,789)	(12/14/2001)	Pending
GOLDEN NUGGET (Stylized Letters)	United States	(76/329,099)	(10/22/2001)	Pending
GOLDEN NUGGET (Stylized Letters)	United States	(76/329,086)	(10/22/2001)	Pending
GOLDEN NUGGET <i>and Design</i>	United States	1,199,956 (73/268,240)	6/29/1982 (6/30/1980)	Registered
GOLDEN NUGGET <i>and Design</i>	United States	1,203,988 (73/268,239)	8/3/1982 (6/30/1980)	Registered
GOLDEN NUGGET <i>and Design</i>	United States	1,554,155 (73/768,955)	8/29/1989 (12/12/1988)	Registered
GOLDEN NUGGET <i>and Design</i>	United States	2,240,084 (75/141,008)	4/20/1999 (7/25/1996)	Registered
GOLDEN NUGGET LAS VEGAS PLAYERS CLUB <i>and Design</i>	United States	(76/382,324)	(3/13/2002)	Pending
24 KARAT CLUB	United States	(75-493,206)	(5/29/1998)	Request made to PTO to remove suspension on

Trademark	Jurisdiction	Reg. No. (App. No.)	Reg. Date (App. Date)	Status/ Comments
				6/19/03
FLAMING 777	United States	1,864,407 (74-382,867)	11/22/1994 (4/21/1993)	Registered
GN and Design	United States	(76-332,578)	(10/31/2001)	Pending
GN and Design	United States	(76-328,990)	(10/22/2001)	Pending
GN and Design	United States	(76-348,790)	(12/14/2001)	Pending
LILLIE LANGTRY'S	United States	1,164,118 (73-126,956)	8/4/1981 (5/16/1977)	Registered
ZAX and Design	United States	(76-346,887)	(12/7/2001)	Pending
MARCH FEVER	United States	(76-537,167)	(8/4/2003)	Pending
LILLIE LANGTRY'S	California	37075	6/29/1990	Registered
GOLDEN NUGGET	New Jersey	15,242	6/1/1998	Registered
GOLDEN NUGGET	New Jersey	9125	1/30/1990	Registered
LILLIE LANGTRY'S	New Jersey	15,243	6/1/1998	Not renewed <sup>1</sup>
24 KARAT CLUB	Nevada	Bk 31 pg 99	7/6/1998	Registered
FAST BUCK	Nevada	Bk 23 Pg 314	1/24/1990	Registered
GOLDEN NUGGET GRAND PRIX OF SLOTS	Nevada	Bk 20 Pg 702	3/19/1987	Registered
GOLDEN NUGGET REEL OF FORTUNE	Nevada	Bk 21 Pg 546	2/9/1988	Registered
GOLDEN NUGGET THE SPORTS BOOK	Nevada	Bk 21 pg 283	9/2/1987	Registered
GRAND PRIX OF SLOTS	Nevada	Bk 20 Pg 703	3/19/1987	Registered
LILLIE LANGTRY'S and Design	Nevada	Bk 14 Pg 557	5/5/1977	Registered
NEPTUNE'S TREASURE	Nevada	Bk 23 Pg 312	1/24/1990	Registered
NICKELODEON (Stylized Letters)	Nevada	Bk 22 Pg 430	3/1/1989	Registered
PLAY IT SAFE	Nevada	Bk 24 Pg 265	2/21/1991	Registered
QUARTERS JUBILEE and Design	Nevada	Bk 31 Pg 527	12/17/1998	Registered
REEL OF FORTUNE and Design	Nevada	Bk 21 Pg 547	2/9/1988	Registered
STEFANO'S (Stylized Letters)	Nevada	Bk 21 Pg 123	5/29/1987	Registered
SUPER FAST BUCK	Nevada	Bk 24 Pg 237	2/5/1991	Registered
THE SPORTS BOOK and Design	Nevada	Bk 21 Pg 284	9/2/1987	Registered
ZODIAC REELS OF FORTUNE	Nevada	Bk 22 Pg 727	6/13/1989	Registered
LILLIE LANGTRY'S	New York	S17018	4/9/1990	Registered

<sup>1</sup> Renewal due June 1, 2003.

Trademark	Jurisdiction	Reg. No. (App. No.)	Reg. Date (App. Date)	Status/ Comments
THE FUNNY BONE COMEDY SHOWCASE	Nevada	Bk 35 Pg 777	08/28/2003	Registered
RIDIN' THE RIVER	Nevada	Bk 35 Pg 582	06/05/2003	Registered

**Non-United States Trademarks Registrations and Applications**

Trademark	Jurisdiction	Reg. No. (App. No.)	Reg. Date (App. Date)	Status/ Comments
GOLDEN NUGGET	Australia	360,192 (360,192)	9/27/1984 (5/13/1981)	Registered
GOLDEN NUGGET	Australia	399,989 (399,989)	5/22/1986 (5/13/1981)	Registered
GOLDEN NUGGET	Australia	399,990 (399,990)	5/22/1986 (5/13/1981)	Registered
GOLDEN NUGGET	Benelux	551,352 (823,335)	3/8/1994	Registered
GOLDEN NUGGET and Design	Benelux	551,633 (824,465)	3/25/1994	Registered
GOLDEN NUGGET	Canada	TMA498,858 (813,563)	8/18/1998 (5/29/1996)	Registered
GOLDEN NUGGET	European Community	389,122 (389,122)	11/26/1998 (10/16/1996)	Registered
GOLDEN NUGGET and Design	European Community	378,745 (378,745)	11/26/1998 (10/16/1996)	Registered
GOLDEN NUGGET	Mexico	555,270 (298,514)	7/31/1997 (6/17/1997)	Registered
GOLDEN NUGGET and Design	Mexico	554,031 (298,513)	7/29/1997 (6/17/1997)	Registered
GOLDEN NUGGET and Design	Mexico	555,271 (298,516)	7/31/1997 (6/17/1997)	Registered